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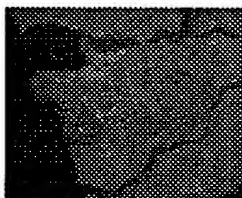


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RADARSAT International

General Terms of Sale

General Provisions

All sales of products by RADARSAT International (RSI) are governed by these General Terms of Sale. No contrary terms or conditions shown on the buyer's purchase order or its correspondence are binding on RSI unless specifically accepted in writing by RSI.

Orders

All orders must clearly identify the name of the buyer.

Once the client has decided which Data, Data Products and Services to purchase, RSI will issue a Technical and Financial Proposal for the client's signature. These two documents contain the order's technical and financial specifications and are considered to constitute a binding order in accordance with the General Terms of Sale. No modification or cancellation will be accepted by RSI once the Technical and Financial Proposals have been signed. In the event that the scenes ordered are not delivered, the buyer's recourse shall be limited to a refund of any amounts paid in advance of delivery.

RSI reserves the right to refuse any order.

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Production and delivery of products are done on a best effort basis. Failure to meet RUSH or NEAR-REAL TIME processing times by RSI will result in no RUSH or NEAR-REAL TIME charges being applied but does not entitle the buyer to refuse delivery of the products or to other compensation whatsoever. If RSI cannot deliver products as ordered, the client is only entitled to a refund of the price paid, without additional compensation of any kind.

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The price applicable to each order shall be the price in effect at the date of order acknowledgement. Unless otherwise stipulated in writing by RSI, all prices are exclusive of shipping, taxes, and duties, and include standard packaging. All prices are in US\$ for International Clients and in CDN\$ for Canadian clients. Prices are subject to change without prior notice.

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The products are shipped at the buyer's risk, notwithstanding that RSI may as agent for the buyer negotiate and sign on his

behalf a transport contract. Accordingly, it is the buyer's responsibility to advise the seller or RSI within 30 days of any lost, stolen, or damaged products.

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No complaints relative to the quality and/or quantity of the products delivered will be accepted unless made in writing by facsimile or registered mail received within sixty (60) days of receipt of the products at the airport of destination for deliveries outside of Canada, or at the buyer's address for the deliveries within Canada. Products may not be returned except with RSI's express prior authorization.

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All orders must be prepaid unless credit has been previously established or other terms have been agreed to in writing by RSI. Any overdue sums are subject to interest charges at the rate of 1.5% per month until payment is made. Non-payment of any amount as it falls due shall cause all amounts outstanding to become immediately due and payable. RSI may require immediate payment of all outstanding invoices. In addition, payment may be requested in advance of shipment for quantities not yet delivered, or the balance of the order may be cancelled by RSI without liability to it.

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Use of the data delivered and the trademarks associated herewith is governed by the terms of the License Agreement included with the product and is subject to the applicable satellite copyrights. The buyer buy using the products shall be deemed to have accepted and be bound by the terms of such license.

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In the event of a breach in any of these General Terms of Sale, RSI shall have the right to terminate all orders or sales in process by providing the buyer with fifteen (15) days notice in writing. RSI shall retain any advances paid towards the cancelled sales without prejudice to all amounts due, and costs, interest or damages that the buyer may be ordered to pay.

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These General Terms of Sale are governed by the laws of Canada and Province of British Columbia, and, in the case of RADARSAT data, ensures to the benefit of the Canadian Space Agency and/or RSI, their successors and assigns. The parties expressly exclude the application of the United Nations convention on Contracts for the International Sale of Goods and the implementing legislation thereto.



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